

COUNTY COUNCIL
OF
HARFORD COUNTY, MARYLAND

BILL NO. 75-15

Introduced by Councilman Freeman at the request of the County Executive
Legislative Day No. 75-7 Date: March 4, 1975

AN EMERGENCY ACT to provide the County Executive with the authorization to execute an agreement of sale with Reba Epstein and Samuel Epstein, for the purchase of certain land, in accordance with Section 520 of the Charter of Harford County, Maryland.

By the Council, March 4, 1975

Introduced, read first time, ordered posted and public hearing scheduled
on: April 1, 1975
at: 7:45 P.M.

By Order: Angela Markowski, Secretary

PUBLIC HEARING

Having been posted and Notice of time and place of hearing and Title of Bill having been published according to the Charter, a public hearing was held on April 1, 1975 and concluded on April 1, 1975.

Angela Markowski, Secretary

1 WHEREAS, the County Executive is desirous of
 2 contracting with Reba Epstein and Samuel Epstein on behalf of
 3 Harford County, Maryland, for the purchase of a certain parcel of
 4 land located in Joppatowne, First Election District, Harford
 5 County, Maryland; and

6 WHEREAS, payments under said contract will be made
 7 over a period of three (3) fiscal years from the date of
 8 execution of same; and

9 WHEREAS, Section 520 of the Charter of Harford
 10 County, Maryland, requires that all agreements and payments
 11 thereunder which would extend beyond the current fiscal year,
 12 be authorized by a legislative act.

13 NOW, THEREFORE,
 14 Section 1. *Be It Enacted By The County Council Of Harford*
 15 *County, Maryland,* that the County Executive, be, and he is
 16 hereby authorized to execute, on behalf of the County, an
 17 Agreement of Sale and Mortgage with Reba Epstein and Samuel
 18 Epstein for certain parcel of land in Joppatowne, First Election
 19 District, Harford County, Maryland, for the below stated period
 20 of time in the amounts specified, plus interest at the rate of
 21 eight percent (8%) per annum on the unpaid purchase price.
 22 Agreement with Reba Epstein and Samuel Epstein to run three (3)
 23 fiscal years from the date of execution of the Agreement of Sale.

24	Amount paid prior to settlement.....	\$ 4,000.00
25	Amount paid at settlement.....	30,000.00
26	Amount paid on July 15, 1975	
27	(principal, plus interest).....	54,750.00
28	Amount paid on July 15, 1976	
29	(principal, plus interest).....	41,250.00
30	Total principal amount to be paid	
31	(plus interest as herein provided).....	\$130,000.00

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1 Section 2. *And Be It Further Enacted*, that this Act is hereby
2 declared to be an Emergency Act necessary for the proper operation
3 of County facilities and shall take effect on the date it becomes
4 law.

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6 The Secretary of the Council doo.
7 certify that fifteen (15) copies of this bill
8 are immediately available for distribution to
9 the public and the press.

10 Angela Marchant
11 Secretary
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75-15

February 11, 1975

Miss Katherine Anderson
County Treasurer
45 South Main Street
Bel Air, Maryland 21014

Re: Joppatowne Library
Acct. # 71-20-15-00-02-01-03-01

CERTIFICATION

This will certify that funds are available and
unencumbered in the General Capital
Fund in the amount of \$ 34,000.00 as of
December 31, 1974.

for: [Signature]
Director of Finance

[Signature]
Katherine L. Anderson
County Treasurer

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This Agreement of Sale.

made this AM day of February

nineteen hundred and seventy-five, between Reba Epstein, 50% interest, and Samuel Epstein, Trustee under the Will of Molly Epstein Seller, and Harford County, Maryland, a body corporate and politic of the State of Md. Buyer

Witness that the said Seller does hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former the following described property, situate and lying in..... Harford County, State of Maryland, being a parcel of land containing 4.58 acres fronting on the southwest side of Joppa Farm Road and more accurately described in Liber 938, Folio 522 and 523.

at and for the price of One hundred thirty thousand

Dollars (\$ 130,000.00)

of which Four Thousand Dollars (\$ 4,000.00)

have been paid prior to the signing hereof, and the balance to be paid as follows:

1. Thirty Thousand Dollars at time of settlement; 2. Fifty-four Thousand Seven Hundred Fifty Dollars (\$54,750.00) on July 15, 1975; 3. Forty-one Thousand Two Hundred Fifty Dollars (\$41,250.00) on July 15, 1976.

This contract is conditional upon the passage of an Ordinance by the County Council of Harford County, Maryland, pursuant to Section 520 of the Charter of Harford County, Maryland. This contract is also conditional upon the Sellers giving to the Buyer a purchase money mortgage in the amount of Ninety-six Thousand Dollars (\$96,000.00) for a period of two(2) years commencing on the date of settlement and terminating on July 15, 1976 with interest at the rate of eight percent (8%) per annum payable as above on July 15, 1975 and July 15, 1976. In the event the County Council fails to pass the appropriate ordinance as required by Section 520 of the Charter of Harford County, Maryland, or the Sellers are unwilling or unable to grant unto the Buyer the mortgage herein called for at the terms herein stated, this contract shall be null and void at the option of the Buyer and all earnest money paid hereunder shall be returned to the Buyer. (over)

AND upon payment as above provided of the unpaid purchase money, a deed for the property shall be executed at the Buyer's expense by the Seller, which shall convey the property by a good and merchantable title to the Buyer, free of liens and encumbrances except as specified herein; but subject, however, to all applicable restrictions, easements, laws, ordinances, regulations, charges, taxes and assessments, if any.

Ground rent, rent, water rent, taxes and other public charges against the premises shall be apportioned as of date of settlement, at which time possession shall be given; and the said parties hereto hereby bind themselves, their heirs, executors and administrators, for the faithful performance of this agreement.

It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and continue said insurance in force during the life of this Contract.

This Contract contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written; time being of the essence of this Agreement. Cost of all documentary stamps and of transfer, recording, conveyancing and other similar taxes when applicable and where required by law, shall be shared equally by the parties hereto.

Witness in duplicate the hands and seals of the parties hereto the day and year first above written.

WITNESS AS TO SELLER'S SIGNATURE

WITNESS AS TO SELLER'S SIGNATURE

WITNESS AS TO BUYER'S SIGNATURE

WITNESS AS TO BUYER'S SIGNATURE

Reba Epstein (SEAL)
SELLER'S SIGNATURE Reba Epstein

Samuel Epstein (SEAL)
SELLER'S SIGNATURE Samuel Epstein

HARFORD COUNTY, MARYLAND (SEAL)

Charles B. Anderson, Jr. (SEAL)
BUYER'S SIGNATURE

Charles B. Anderson, Jr.
County Executive

BY THE COUNCIL

Read the third time.

~~Passed~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~(with amendments)~~Failed of Passage April 8, 1975 (LSD 75-11)

By order

Angela Marchese, Secretary

Sealed with the County Seal and presented to the County Executive
 for his approval this _____ day of _____, 19____
 at _____ o'clock ____M.

_____, Secretary

BY THE EXECUTIVE

APPROVED:

County Executive

Date _____